

# Exhibit “P”

Page 1

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS

IN RE: NEW ENGLAND  
COMPOUNDING PHARMACY,  
INC. PRODUCTS LIABILITY      MDL No. 2419  
LITIGATION

Master Dkt:  
1:13-md-02419-RWZ

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THIS DOCUMENT RELATES  
TO:

All Actions

~~~~~  
30(b)(6) VIDEOTAPED DEPOSITION OF  
MARTIN KELVAS

1:07 p.m.  
August 26, 2015

Suite 2600  
5 Concourse Parkway  
Atlanta, Georgia

Blanche J. Dugas, RPR, CCR No. B-2290

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1 because it was voluminous. There was predominantly  
2 the pharmacies within the hospitals and whatever they  
3 were responsible for for drug distribution.

4 Q. Okay.

5 A. Yeah.

6 Q. So -- but you are aware that Ascension owns  
7 more than just hospitals; correct? They own other  
8 medical service facilities, ambulatory surgery  
9 centers. They own clinics and other things of that  
10 nature; correct?

11 A. I was aware that they had diverse  
12 businesses that they owned. I was not -- detailed  
13 knowledge of them, nor knowledge of how they bought or  
14 sold their drugs or how they administered them. I was  
15 only aware of our ministry in the Nashville area as to  
16 what we did and how we purchased and distributed  
17 medications. I wasn't privy to all of -- all of the  
18 ministries throughout the United States. So I really  
19 can't answer that question beyond that.

20 Q. Okay. So you don't know if the pharmacy  
21 council applied to nonhospital entities owned by  
22 Ascension or not?

23 A. No. Our contracts were basically for the  
24 nonprofit side of the business. As far as any  
25 for-profit ventures, that's a whole different class of

1 trade. We had nothing to do with them.

2 Q. So anything that was on the nonprofit side,  
3 either because it was owned on the nonprofit side or  
4 operated by the nonprofit side, would be covered by  
5 the pharmaceutical council; correct? Or the pharmacy  
6 council; correct?

7 MS. PUIG: Would be or would not be?

8 MR. STRANCH: Would be covered by the  
9 pharmacy council.

10 THE WITNESS: The nonprofit side  
11 only.

12 Q. (By Mr. Stranch) Yes. That's correct.

13 A. Yes.

14 Q. And St. Thomas Hospital fell within the  
15 nonprofit side; correct?

16 A. Yes.

17 Q. Okay. Does that also apply to network and  
18 health? St. Thomas Network and St. Thomas Health also  
19 fell within the nonprofit side?

20 A. The network, yes. I couldn't tell you -- I  
21 didn't have a list. I only knew what I was dealing  
22 with at St. Thomas Hospital. We had a limited number  
23 of clinics that we were told were part of the network.  
24 They were considered a cost center of the hospital.

25 Q. Okay.

1 Q. So would STOPNC have then been on the  
2 for-profit side of the Ascension entities?

3 A. That's what I was led to believe.

4 Q. Okay. And were you led to believe that  
5 during the time you worked at St. Thomas Hospital or  
6 at some point since then?

7 A. No, when I worked there.

8 Q. Okay.

9 A. Yeah. It was made very clear that they  
10 were not a cost center of the hospital.

11 Q. Okay.

12 MS. PUIG: Would this be a good time  
13 for a break?

14 MR. STRANCH: Sure. If you're ready.

15 Ready for a break?

16 THE WITNESS: Sure.

17 MS. PUIG: So we're off the record.

18 VIDEOGRAPHER: 2:12 p.m., we're off  
19 the record.

20 (A recess was taken.)

21 VIDEOGRAPHER: This is Disc No. 2.

22 2:31 p.m., we're on the record.

23 Q. (By Mr. Stranch) Okay. I understand  
24 you've signed a protective order in the break; is that  
25 correct?

1           Q.        Yeah.  So if someone from that for-profit  
2 side that is in that different class had contacted  
3 you, would you have at least encouraged them to  
4 contact the Board of Pharmacy or Board of Health to  
5 determine whether they could be doing this?

6           A.        I don't know.  Like I said, that didn't  
7 happen.  I never spoke to them about it.  I didn't  
8 even think of calling them because we -- you know, the  
9 line is drawn in the sand.  They're over there in the  
10 for-profit world.  We're in the nonprofit world.  Our  
11 worlds did not -- we did not mesh.  We didn't talk to  
12 each other, really.

13                  So if they had called me, as an inference,  
14 I would have told them what we're doing, and I would  
15 have explained to them why.  But then again, I might  
16 have said to them -- first of all, at that point in  
17 time before 2012, we had no concern at that point so  
18 much about the safety of the product.  It was more  
19 about the regulatory issue, and being a different  
20 class of trade, I couldn't speak to that for the  
21 doctor's office.  They're outside of that triangle.

22           Q.        But if a clinic or a doctor's office was  
23 trying to meet the same standards, the same high  
24 standards that you meet and provide through your  
25 pharmacy, you would have discouraged them from

1 A. Yes, sir.

2 Q. You did not give that instruction to anyone  
3 at STOPNC; true?

4 A. That's -- that's correct.

5 Q. Okay. You didn't call Dr. Culclasure and  
6 say, do not buy from a compounding pharmacy; right?

7 A. That's correct.

8 Q. Didn't call Debra Schamberg and say, do not  
9 buy from a compounding pharmacy; right?

10 A. That's correct.

11 Q. And this directive to your staff was not  
12 put in writing; true?

13 A. No.

14 Q. That you remember.

15 A. No. Not that I recall, no.

16 Q. And there is a process at St. Thomas for  
17 adopting formal written policies; right?

18 A. Yes.

19 Q. And the policy -- or your directive to your  
20 staff, it was never put through that process and  
21 became a formal policy prior to 2012; true?

22 A. That's correct.

23 Q. In fact, I think you told us just a few  
24 minutes ago that you have no recollection of ever  
25 discussing anything about compounding pharmacies or

1 about NECC with anyone at STOPNC; true?

2 A. That is correct.

3 Q. Same with Howell Allen; true?

4 A. That is correct.

5 Q. And I think you told us a few minutes ago  
6 that there would be no reason for you to give that  
7 instruction to anyone at STOPNC; right?

8 A. That's correct.

9 Q. And one of the reasons that there would be  
10 no reason for you to give that instruction is because  
11 you weren't responsible for purchasing drugs for  
12 STOPNC; true?

13 A. That is correct.

14 MR. STRANCH: Object to form.

15 Q. (By Mr. Tardio) You didn't have any  
16 authority to tell STOPNC what to do or what not to do;  
17 right?

18 A. That's correct.

19 MR. STRANCH: Objection to form.

20 MS. PUIG: If you could wait just a  
21 second to give everybody the opportunity to  
22 object.

23 THE WITNESS: I'm sorry.

24 MS. PUIG: That's okay. The pace has  
25 quickened a bit, but let everybody say what

1 DEPOSITION ERRATA SHEET

2

3 DLS Assignment No. 23352

4 Case Caption: In Re. New England Compounding Company  
5 Products Liability Litigation

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7 Witness: MARTIN KELVAS - 08/26/2015

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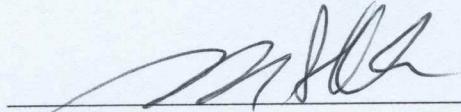
9 DECLARATION UNDER PENALTY OF PERJURY

10 I declare under penalty of perjury that I have read  
11 the entire transcript of my deposition taken in the  
12 captioned matter or the same has been read to me, and  
13 The same is true and accurate, save and except for  
14 changes and/or corrections, if any, as indicated by me  
15 on the DEPOSITION ERRATA SHEET hereof, with the  
16 understanding that I offer these changes as if still  
17 under oath.

18

19 Signed on the 19<sup>th</sup> day of  
20 October, 2015.

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23 MARTIN KELVAS

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**DEPOSITION ERRATA SHEET**

| <b>Page and line</b> | <b>Change to</b>   | <b>Reason for change</b>        |
|----------------------|--|---------------------------------|
| GLOBAL               | “St. Thomas Health” should be “Saint Thomas Health”  | Transcription error             |
| GLOBAL               | “St. Thomas Network” should be “Saint Thomas Network”  | Transcription error             |
| GLOBAL               | “St. Thomas Entities” should be “Saint Thomas Entities”  | Transcription error             |
| GLOBAL               | “Beckom” should be “Beckham”   | Transcription error             |
| 1                    | Remove reference to “30(b)(6)”   | Transcription error             |
| 15/16                | Change “them” to “him”   | Transcription error or misspoke |
| 23/7                 | “stopped” should be “started”  | Transcription error or misspoke |
| 25/24                | Change “Carmichael” to “Carmen”  | Misspoke                        |
| 26/12                | Change “of it” to “the severance letter”   | Clarification                   |
| 27/25                | Change “Ebel” to “Boal”  | Transcription error             |
| 32/11                | Change “direct report” to “supervisor”   | Misspoke                        |
| 43/18                | Change “upstanding” to “standing”  | Transcription error             |
| 45/13                | Change “law” to “log”  | Transcription error             |
| 45/14                | Change “Ebel’s” to “Boal’s”  | Transcription error             |
| 52/10                | Change “Tagatzs” to “Tagatz”   | Transcription error             |
| 61/12                | Change “PT and T” to “P and T”   | Transcription error or misspoke |
| 66/23                | Insert “non-profit” before “clinics”   | Clarification                   |
| 67/5                 | Insert “What” before “we”  | Transcription error or misspoke |
| 68/3                 | Change to “That’s what I was led to believe, if by Ascension Entities you’re referring to Saint Thomas Health” | Clarification                   |
| 71/21                | Change “antirooms” to “anterooms”  | Transcription error             |
| 82/23                | Change “Ebel’s” to “Boal’s”  | Transcription error             |
| 98/20                | Change “reviewing” to “review”   | Transcription error or misspoke |
| 104/19               | Insert “a” after “had”   | Transcription error or misspoke |
| 120/13               | Change “an inference” to “a reference”   | Transcription error or misspoke |
| 160/16               | Change “now” to “not”  | Transcription error             |
| 166/9                | Change “Giomi” to “Giamei”   | Transcription error             |
| 167/19               | Insert “non-profit” before “clinics”   | Clarification                   |
| 184/5                | Change “you’re” to “your”  | Transcription error             |

SIGNATURE:

DATE: 10-19-15